THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.13559 OF 2005

DATED: 15-12-2006

Between :

Smt. B. Hema Malini ... Petitioner

And

1. The APSRTC, rep. By its Vicechairman-cum-Managing Director, RTC X roads, Hyderabad, And 2 others. .. Respondents

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.13559 OF 2005

ORDER :

This writ petition is filed questioning the proceedings of the 2nd respondent - The Regional Manager, APSRTC, Tirupathi Region, Tirupathi dated 27-5-2005 under which the petitioner was directed to deposit a sum of Rs.40,000/- and Rs.30,000/ with interest at 9% p.a. awarded in O.P.No.112 of 2000 and O.P.No.113 of 2000 respectively on the file of the Motor Accidents Claims Tribunal, Madanapalle together with costs within two months failing which the said amount would be recovered from the hire bills.

It is not in dispute that the writ petitioner is the owner of a bus bearing No.AP-03-U-4050 which was hired with APSRTC. The said vehicle was involved in a motor accident on 10-12-2002 in connection with which O.P.Nos.112 & 113 of 2000 were filed by the legal heirs of the deceased. Both the O.Ps. were disposed of awarding compensation of Rs.40,000/- and Rs.30,000/- respectively.

The Corporation claims that as per the agreement entered into between the Corporation and the petitioner, the owner is liable to pay the compensation that may be awarded by the Motor Accidents Claims Tribunal, if any, arising out of the accident involving the hire bus. Accordingly, the impugned proceedings dated 27-5-2005 were issued.

I have heard the learned Counsel for the petitioner and perused the material on record.

It is relevant to note that the petitioner herein earlier filed

W.P.No.17535 of 2006 challenging identical proceedings issued by the Corporation seeking to recover the amounts awarded by the Tribunal in M.V.O.P.No.112 of 2003. The said claim petition also relates to the Bus bearing No.AP-03-4050 arising out of the same accident that took place on 10-12-2002. The Corporation while relying upon clauses (v) & (vi) of the hire agreement contended that the owner of the vehicle shall be responsible for all the claims that may arises out of the accident claims under the provisions of the Motor Vehicles Act, 1988.

This Court having considered all the relevant statutory provisions allowed W.P.No.17535 of 2006 thereby setting aside the proceedings of the Corporation impugned in the said writ petition. It was held in the said decision that the Corporation cannot fasten the liability on the petitioner on the ground that she is the owner of the vehicle. However, it was left open to the Corporation to challenge the award of the Tribunal by working out the appropriate remedy as available under law and to seek a declaration that the Insurance Company being the insurer has to indemnify the Corporation.

The learned Counsel appearing for the Corporation does not dispute the fact that the issue involved in this writ petition is squarely covered by the above decision.

It is also brought to my notice that though the Corporation preferred an appeal the Division Bench has dismissed the same.

In the circumstances, following the decision in W.P.No.17535 of 2006, the Writ Petition is allowed and the impugned order is set aside with a direction to the respondents to continue the payment of hire charges to which the petitioner is entitled to as per the agreement. No costs.

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G. ROHINI, J.

Dt. 15-12-2006
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